

Term Contract No. 765-C

STATE OF NORTH CAROLINA, DEPARTMENT OF ADMINISTRATION		
DIVISION OF PURCHASE AND CONTRACT		
116 West Jones Street, Raleigh, NC 27603-8002		
Term Contract	765C	A-Boom Mower Attachments for Tractors
Effective Dates	January 14, 2010-January 13, 2013	
Bid Number	200901207	
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Last Updated	October 8, 2010	

1. General Information

The scope of this contract is intended to cover the State's normal requirements for A Boom Mower Attachment(s) for use by all State Agencies, Institutions, and all Public Schools except those exempt by Statute noted herein. As per House Bill 490, Community Colleges have the flexibility to not use this contract if they can locate the item(s) that is the same or substantially similar in quality, service, and performance as items available under State term contracts and the delivered price is less than that on term contract with all features, terms, and conditions being the same.

NON-STATE AGENCIES ELIGIBLE TO PARTICIPATE IN THIS CONTRACT

In accordance with North Carolina General Statutes, certain non-state entities described below, may participate in this contract on a voluntary basis. Any of the non-state entities that choose to participate in this contract must abide by the terms and conditions that are set forth in this contract.

Nonprofit corporations operating charitable hospitals, local nonprofit community sheltered workshops or centers that meet standards established by the Division of Vocational Rehabilitation of the Department of Health and Human Services, private nonprofit agencies licensed or approved by the Department of Health and Human Services as child placing agencies, residential child-care facilities, private nonprofit rural, community, and migrant health centers designated by the Office of Rural Health and Resource Development, private higher education institutions, counties, public school units, cities, towns, governmental entities, volunteer fire departments, rescue squads, and other subdivisions of the State and public agencies thereof.

2. Scope of Contract

The specifications herein describes a mid mount, articulated boom, rotary mower, hydraulically driven by a tractor engine driven pump. Units to be manufactured to be mounted on various tractors furnished by the state and other authorized users and will be used to cut vegetation, brush, saplings and grass.

The unit offered shall be new, unused and a current model under standard production by the manufacturer.

The units offered on this bid are to include installation on new tractors provided by entities authorized to utilize (Non-NCDOT) this contract. Installation includes pick up and return of tractors from/to Non-NCDOT entities statewide. Contractor with the approval of the Non-NCDOT users may install on Non-NCDOT sites.

3. Taxes

Prices or Discounts shown herein do not include any North Carolina sales or use taxes.

4. Abnormal Quantities

Any agency requirement that exceeds 10 units must be forwarded to the Division of Purchase and Contract for processing. The Division, at its sole discretion, may process any such requirement in one of the following ways:

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1. Purchase may be authorized at the current level of pricing with the current contract vendor(s)
2. Additional discounts from the current level of pricing may be negotiated with the current contract vendor(s)
3. A separate Invitation for Bids may be issued for the requirement

5. Minimum Orders

This contract will be for a minimum order of one unit for any single order. Agencies are authorized to purchase from best available sources on orders less than this minimum order value. This provision shall not be used by an agency to circumvent the intent of the contract. If an agency elects to place an order for less than the minimum order value, then transportation charges will be prepaid and added to the invoice.

6. Placement of Orders

Orders will be placed throughout the contract period on an as-needed basis for the quantity required at the time, and will be issued directly to the respective contractor(s) or their designated suppliers. Contract changes, if any, over the life of the contract are implemented by contract addenda released by the Contract Administrator to the contractor. If the contractor is accepting orders and/or delivering through other parties, for example a manufacturer accepting orders and delivering through a dealer network or dealers receiving orders through a network of other dealers, then it is the responsibility of the contractor to apprise such parties of all such contract addenda.

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Order Placement Via E-Procurement (Catalog Items)

- a. Click on the following link: [E-Procurement Users](#)
- b. When placing an order in the e-procurement system, the very first thing to do is to go to the catalog tab and select options. After you have selected options, select contract ID. In the contract ID space type in the contract ID number, 765C.
- c. Please make sure the keywords space is blank and the contract ID is typed in the contract ID section.
- d. When the item to be ordered has been located complete the requisition and issue the purchase order.

. 7. Delivery

Delivery is 60 days ARO from Fuquay Varina, NC.

In the event the delivery is not received within the contract delivery period, the contractor may be held in default in accordance with paragraph 1, DEFAULT AND PERFORMANCE BOND in the North Carolina General Contract Terms and Conditions, and the state may procure the articles or services from other sources and hold the contractor responsible for excess cost occasioned thereby.

8. Transportation Charges

All goods shall be delivered FOB DESTINATION when the "order value" is one unit or more, when shipped to a single destination. Orders to a single destination that total less than this "order value" should be shipped prepaid, with transportation charges added to the invoice as a separate item. Transportation charges invoiced for orders equal to or more than this "order value" may be cause for removal of the contractor from the contract.

NOTE: If the contractor makes partial shipments of an order equal to or more than this "order value" to one destination,

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all shipments of the order shall be sent FOB DESTINATION with NO additional transportation charges added.

Note! All shipments should be inspected for damage immediately upon receipt.

9. Item Pricing Information-Manufacturer is Tiger**UNIT PRICE**

I	NON-DOT USERS: Installation of boom mower, complete and ready for service, including transport of the tractors as described herein"	\$2,950.00
	NON-DOT USERS :Boom Mower w/ Rotary Head,	\$26,133.00
	NON-DOT USERS Boom Mower w/ Flail Head.	\$24,915.00
	NON-DOT USERS Optional "joystick" control for the boom and mower head manipulations in lieu of the standard lever controls.	\$4,641.00
	NON-DOT USERS Rotary Head.	\$ 7,504.00
	NON-DOT USERS Flail Head only,	\$ 5,440.00
	NON-DOT USERS Saw Head only	\$7,226.00
	NON-DOT USERS Ditcher Head only	\$ 4,400.00

10. Price Lists and Catalogs

The successful contractor must furnish descriptive literature to any agency within seven (7) consecutive days after request of the agency. Failure to comply with these requirements may subject the contractor to removal from the contract.

11. Contractors

All known minority, women and disabled owned businesses, as well as disabled business enterprises and nonprofit work centers for the blind and severely disabled, including dealers, will be identified with "Minority owned" "Woman owned", "Disabled Owned", "DBE" or "BSD" as appropriate after the vendor number. This is being done in an effort to recognize these businesses and to encourage and promote their use to the greatest extent permitted by law.

When more than one supplier is listed for a particular item, selection should be made, whenever possible, from any of the groups identified above, consistent with agency needs and price considerations.

Contractor Name	Address / Federal ID	City, State, Zip	Contact, Phone, Fax
Quality Equipment, LLC	2225 N. Main St-Call vendor for Federal ID number	Fuquay Varina, NC 27526	Mark Robertson- 919.346.5410
		Knightdale, NC	Jeff Floyd

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			919.217.5533
		Goldsboro, NC	Bill Lane 919.735.3305
		Wallace, NC	Joey Williams 910.285.5188
		Clinton, NC	Rick Thigpen 910.592.5550
		Henderson, NC	Brian Ellington 252.438.4111
		Dunn, NC	Hershell Parks 910.892.6171
		Roxboro, NC	Barry Foushee 336.599.0238
		Burlington, NC	Lee Byrd 336.227.5228
		Jacksonville, NC	Lynn Tew 910.347.4566

12. Warranty

Bidder warrants that equipment furnished on this bid will be new and of good material and workmanship. Defective parts found to be free of negligence or accident will be replaced free of charge for 12 months from respective dates the machines are put in operations. Such replacement is to include all parts, labor, freight, and travel to site where equipment is down (statewide locations). During the warranty period the State shall not incur any cost associated for transport of equipment needing repair. In addition, any specific provisions in the manufacturer's standard warranty that exceed the above requirement become part of the warranty for this contract.

Any periodic inspections, which may be required and performed by the vendor or his representative, shall be without charge to the State.

13. Substitutions

Substitutions are not permitted without prior approval of the Division of Purchase and Contract. Failure of the contractor to comply with this requirement may result in the removal of the contractor from the contract.

14 Additional Information

A) **QUALITY ACCEPTANCE INSPECTION:** Upon delivery of the item(s), as called for herein, the end user (State Agencies Only) may request a Quality Acceptance Inspection. Such requests must be forwarded (in writing) to the Division of Purchase and Contract, Attn: Quality Acceptance Inspections, 1305 Mail Service Center, Raleigh, NC 27699-1305. Fax # (919) 807-4510.

INVOICES WILL NOT BE PAID BY THE USING AGENCY UNTIL QUALITY ACCEPTANCE HAS BEEN ACCOMPLISHED.

B) STANDARD EQUIPMENT:

Any additional equipment or accessories listed in manufacturer's current literature, as standard but not listed in these specifications must also be furnished.

C) SERVICE UPON DELIVERY:

Units shall be complete, serviced and ready for operation when delivered. All self propelled equipment to have at least 10 gallons of fuel in the tank. A North Carolina Safety Inspection or a Federal Safety Inspection is required to be completed and documentation furnished for all applicable equipment.

D) **TRAINING:** Training is required and the successful vendor shall provide a qualified representative to instruct the

owners operators in the proper operation, routine maintenance, safety and service at time of delivery. .

15) SPECIFICATIONS-END USERS ARE STONGLY ENCOURAGED TO CONTACT THE CONTRACTOR FOR CONFIRMATION OF FEATURES AND IF MOWER WOULD FIT/WORK ON THE TRACTOR TO BE USED

General:"

- a. The boom mower shall be right side mid-mount and hydraulically operated- to fit various tractors, 2WD and 4WD configurations, single and dual rear wheels. End user should confirm with the contractor that their attachments will work with the tractor before ordering. .
- b. The unit shall be front pump driven from the engine crankshaft.
- c. blank
- d. With unit installed, there shall be a minimum of 1,500 lbs of down force on the left rear tire when the boom is fully extended 90 degrees to the right and with the head raised just above ground level. (Adding ballast inside the tires is not acceptable to achieve this requirement.)
- e. Wheel weights may be utilized to achieve the required down force on the left rear tire so long as they do not exceed the tractor or tire manufacturer's recommendations. If wheel weights are to be used, 1 weight will be used and the total amount of the wheel weight is 1700 lbs (based on a single rear wheel configuration)
- f. Installation of mower offered shall be accepted and approved by the tractor manufacturer.
- g. The installed unit mounted on the tractor stated above, shall not exceed 11 feet in overall height in the transport mode with the boom in the cradle rest.
- h. The installed unit outfitted with a 60 inch rotary head, mounted on the tractor described above, shall not exceed 102 inches in overall width in the transport mode with the boom in the cradle rest. (based on a single rear wheel configuration)
- i. Shall meet all Federal and State OSHA requirements in effect at the time of purchase and shall meet the requirements of SAE J232 (Industrial Rotary Mowers).

FRAME:

- a. The unit frame shall as a minimum, attach to the rear axle and front bolster of the tractor chassis.
- b. The unit frame shall be bolt-on design requiring no field welding.
- c. The frame and all the components of the unit shall provide clear and unobstructed view sufficient for mower operation.
- d. The unit frame, hydraulic tank, or frame counter weights shall not protrude outside the left rear tire.
- e. Checking fluid levels and performing preventive maintenance on the

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tractor shall not be obstructed by the mounting frame or other components of the unit.

STANDARD CUTTER HEAD:

- a. The cutting head shall be a minimum 60 inch rotary cutting head with rear discharge.
- b. The cutting head shall be capable of cutting grass, weeds, and wood up to 5 inches in diameter.
- c. The cutting head shall have a hydraulically operated center feed door, controlled from the operator's station.
- d. When the door is opened, the blades will be allowed to extend a minimum of 7 inches beyond the deck shield for heavy brush cutting.
- e. The side skirts shall be a minimum of 3/8 inch steel and have full-length, bolt-on, replaceable skid-shoes.
- f. With cutter head resting on level ground, there is to be 3 inches of ground clearance between the ground and the rotating blades.
- g. The blades shall be double-edged, reversible, 360 degree full swinging and constructed of tempered steel.
- h. The head must feature a hydraulic swivel function which allows the operator to rotate it to face the direction of travel relative to any given boom mowing position. This function will also serve as a means of positioning the head behind the tractor when the boom is in the cradle rest in transport mode.

ADDITIONAL ATTACHMENTS:

The attachments must be standard production attachments offered by the mower manufacturer

- a. Minimum 48 inch flail head with a hydraulically actuated door for cutting grass, weeds, and wood up to 5 inches in diameter.
- b. Minimum 48 inch saw blade cutter for cutting wood up to 6 inches in diameter.
- c. Minimum 22 inch ditch cleaning head.

SAFETY SHIELDS:

- a. The right side tractor door glass shall be replaced with a polycarbonate window that offers abrasion resistance equivalent to Lexan™ MR10. (a separate hinged door will not be accepted)
- b. The driveline from the engine crankshaft to the hydraulic pump shall be enclosed.

HYDRAULIC SYSTEM:

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- a. The unit shall have sufficient hydraulic oil supply, reservoir capacity, pump capacity and cooling system for full operation for up to 8 hours in ambient temperatures ranging from 20 degrees Fahrenheit through 100 degrees Fahrenheit without the use of the tractor hydraulic system.
- b. The hydraulic reservoir shall not impair visibility or operator access.
- c. The reservoir tank shall have a capacity gauge, a filler neck screen and an in-tank 10 micron filter.
- d. The reservoir tank shall have a restriction gauge rated for 95 GPM full flow.
- e. All hydraulic circuits shall have hydraulic relief valves.
- f. Hydraulic system shall allow for a minimum of four functions to be operated simultaneously.
- g. All high pressure hydraulic hoses and all hydraulic hoses used at flexible positions on the boom shall be wire braid reinforced.
- h. The hydraulic system shall contain an oil-to-air cooler with electric fan and be mounted and guarded in such a way as to protect it from damage by limbs or debris.

CONTROLS:

- a. All boom functions and mower head manipulations shall be hydraulically controlled from the in cab controls.
- b. All boom and mower head controls shall be operated by remote control cables coupled to standard lever controls and be within easy reach of the seated operator and shall be individually labeled.
- c. The controls shall have a safety lockout switch which prevents tractor from being started with mower cutter head engaged.
- d. The unit shall have an emergency shut down switch within easy reach of the seated operator that will stop blade rotation within six seconds from full operating speed.

BOOM:

- a. The boom shall be constructed for use in severe duty mowing operations.
- b. Horizontal boom swing shall be a minimum of 120 degrees and hydraulically operated.
- c. The boom shall be designed to accept the installation of the rotary head, flail head, saw head or ditching head, without modifications to the head hitch post or the boom assembly.

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- d. With a 60 inch rotary head installed the unit shall have a minimum horizontal cut reach of 22 feet, measured from the center line of the tractor to the outside of the cut.
- e. With a 60 inch rotary head installed the unit shall have a minimum cut reach height of 22 feet.
- f. With a 60 inch rotary head installed the unit shall have a minimum cut reach of 9 feet below tractor ground level.
- g. With a 60 inch rotary head installed the unit shall cut within 6 inches of the right side wheels of the tractor.
- h. There shall be a boom cradle rest to provide adequate support of the boom sections and boom cylinders in the transport mode.
- i. The boom mower shall be built to accept the above mentioned heads without modifications to the head hitch post or the boom dipper assembly.

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Contract Addenda

1	05/14/2010	Some general information updates
2	10/08/2010	Miscellaneous changes to dealer location and representatives